



DOCKET NO. ETH-1554

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Shawn Thayer Huxel

Serial No.: 09/851,257

Art Unit: 3738

Filed : May 8, 2001

Examiner: A. J. Stewart

For : **REMOVABLE STENT FOR BODY LUMENS**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER

Dear Sir:

Your Petitioner, ETHICON, INC., a corporation of the State of New Jersey, represents that it is the Assignee of the entire right, title, and interest in and to the subject matter disclosed in the above-captioned patent application. ETHICON, INC. is the owner of U.S. Patent Application Serial No. 09/851,257, filed December 22, 1999, as evidence, by the attached copies of documents sent on July 30, 2001 for recording in the United States Patent and Trademark Office.

Your Petitioner, ETHICON, INC. hereby disclaims, under the provisions of 35 USC 253 and 37 CFR 1.321 and 3.73, the terminal part of any patent granted on application Serial No. 09/851,257 which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 and 173 of any patent granted on United States Patent No 6,338,739. Petitioner, ETHICON, INC. hereby agrees that any patent granted on application Serial No. 09/851,257 shall be enforceable only for and during such period that the legal title of said patent shall be the same as the legal title to any patent granted on the United States Patent No. 6,338,739, this agreement to run with any patent granted on application Serial No. 09/851,257 and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, the Petitioner, ETHICON, INC., does not disclaim the terminal part of any patent granted on the instant patent application Serial No. 09/851,257 that would extend to the expiration date of the full statutory period as defined in 35 U.S.C. 154 and 173 of any patent granted on the United States Patent No. 6,338,739 in the event that any such granted patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims canceled by a reexamination certification, is reissued, or is in any manner terminated prior to the expiration of its full statutory term.

The Terminal Disclaimer fee set forth in 37 CFR 1.20(d) and any fees which may be owed in connection with the filing of this Terminal Disclaimer can be charged to Johnson & Johnson Deposit Account No. 10-0750/ETH1554/WKW. Three copies of this sheet are enclosed.

Signed at New Brunswick, New Jersey this 16th day of May, 2005.

Respectfully submitted,

ETHICON, INC.

/Matthew S. Goodwin/


Matthew S. Goodwin
Assistant Secretary

Johnson & Johnson
One Johnson & Johnson Plaza
New Brunswick, NJ 08933-7003
(732) 524-6201
Date: May 16, 2005

RECORDATION FORM COVER SHEET PATENTS ONLY

Commissioner of Patent and Trademarks:

Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p style="margin-left: 40px;">Shawn Thayer Huxel Arindam Datta Yufu Li Dennis D. Jamiolkowski Emil Richard Skula</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Ethicon, Inc.</p> <p>Street Address: U.S. Route 22 West</p> <p>City: Somerville State: NJ Zip: 08876</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: May 24, 25, 31, June 14, 2001</p>	
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is: 05/08/2001</p> <p>A. Patent Application No.(s) B. Patent No.(s)</p> <p style="margin-left: 40px;">09/851,257</p> <p style="text-align: right;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p style="margin-left: 40px;">Philip S. Johnson, Esq. Chief Patent Counsel Johnson & Johnson One Johnson & Johnson Plaza New Brunswick, NJ 08933-7003</p>	<p>6. Total number of applications & patents involved: <u>1</u></p> <hr/> <p>7. Total fee (37 CFR 3.41) <u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged to Deposit Account</p> <hr/> <p>8. Deposit Account Number: 10-0750/ETH1554/ERS</p>
<p>9. Statement and signature</p> <p><i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <p>E. Richard Skula</p> <hr/> <p>Name of Person Signing</p> </div> <div style="width: 30%; text-align: center;">  <hr/> <p>Signature</p> </div> <div style="width: 30%; text-align: right;"> <p>July 30, 2001</p> <hr/> <p>Date</p> </div> </div> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 7</p>	

Mail documents to be recorded with required cover sheet information to:

Box Assignments
Commissioner of Patent and Trademarks
Washington, D.C. 20231

A S S I G N M E N T

Serial No. 09/851,257
Filed May 8, 2001

WHEREAS, Shawn Thayer Huxel, residing at 3297 Ridgeway Road, Lakehurst, NJ 08733; Arindam Datta, residing at 26 Baker Drive, Hillsborough, NJ 08876; Yufu Li, residing at 11 Hughes Road, Bridgewater, NJ 08807; Dennis D. Jamiolkowski, residing at 20 Fawnridge Drive, Long Valley, NJ 08753 and Emil Richard Skula, residing at 31 Robin Road, Wayne, NJ 07470 and respectively (hereinafter called "Assignors"), have made certain new and useful inventions or discoveries relating to

REMOVABLE STENT FOR BODY LUMENS

for which they have on the day of , 2001 executed an application for Letters Patent of the United States; and

WHEREAS, Ethicon, Inc., a corporation of the State of New Jersey, (hereinafter called "Assignee"), is desirous of acquiring Assignors' entire right, title, and interest therein:

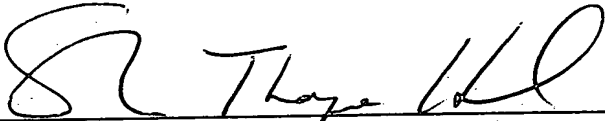
NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar and other valuable considerations to them moving, the receipt of which is hereby acknowledged, Assignors have sold, assigned, and transferred, and do hereby sell, assign and transfer unto said Assignee their entire right, title and interest in and to all said inventions and discoveries disclosed in said application whose identification above by serial number and filing date, when available is hereby authorized, and in and to said application, all substitutions, divisions, and continuations thereof, and in and to all Letters Patent, United States and foreign, that may be granted for said inventions and discoveries, and in and to all extensions, renewals, and reissues thereof, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made;

And Assignors hereby authorize and request the Commissioner of Patents of the United States to issue said Letters Patent in accordance with this Assignment;

And for the consideration aforesaid, Assignors covenant and agree with said Assignee that he has a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title they warrant unto said Assignee, its successors and assigns;

And for the consideration aforesaid, Assignors further covenant and agree that they will, whenever requested, but without cost to them promptly communicate to said Assignee or its representatives any facts known to them relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection for the said inventions and discoveries or that may be necessary to vest in said Assignee the complete title to the said inventions and discoveries and patents hereby conveyed and to enable it to record said title.

IN TESTIMONY WHEREOF, Assignors have hereunto set their hands and seals this 31st day of MAY, 2001


Shawn Thayer Huxel (L.S.)

STATE OF NJ)

) ss.

COUNTY OF MERCER

BE IT REMEMBERED, That on this 31 day of MAY, 2001, before me, a Notary Public, personally appeared Shawn Thayer Huxel, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.


Notary Public

KEVIN ROBERT MILNER
Notary Public of New Jersey
My Commission Expires September 26, 2004

And for the consideration aforesaid, Assignors further covenant and agree that they will, whenever requested, but without cost to them promptly communicate to said Assignee or its representatives any facts known to them relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection for the said inventions and discoveries or that may be necessary to vest in said Assignee the complete title to the said inventions and discoveries and patents hereby conveyed and to enable it to record said title.

Arindam Datta (L.S.)

BE IT REMEMBERED, That on this 24 day of May , 2001, before me, a Notary Public, personally appeared Arindam Datta, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

AMELIA T. KENNY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 6, 2005

And for the consideration aforesaid, Assignors covenant and agree with said Assignee that he has a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title they warrant unto said Assignee, its successors and assigns;

And for the consideration aforesaid, Assignors further covenant and agree that they will, whenever requested, but without cost to them promptly communicate to said Assignee or its representatives any facts known to them relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection for the said inventions and discoveries or that may be necessary to vest in said Assignee the complete title to the said inventions and discoveries and patents hereby conveyed and to enable it to record said title.

IN TESTIMONY WHEREOF, Assignors have hereunto set their hands and seals this 24th day of May, 2001

Yufu Li (L.S.)
Yufu Li

STATE OF

) New Jersey
) ss.

COUNTY OF

) SOMERSET

BE IT REMEMBERED, That on this 24th day of May, 2001, before me, a Notary Public, personally appeared Yufu Li, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

Robert J. Tannhauser
Notary Public

ROBERT J. TANNHAUSER
Notary Public Of New Jersey
My Commission Expires 10/18/2004

And for the consideration aforesaid, Assignors covenant and agree with said Assignee that he has a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title they warrant unto said Assignee, its successors and assigns;

And for the consideration aforesaid, Assignors further covenant and agree that they will, whenever requested, but without cost to them promptly communicate to said Assignee or its representatives any facts known to them relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection for the said inventions and discoveries or that may be necessary to vest in said Assignee the complete title to the said inventions and discoveries and patents hereby conveyed and to enable it to record said title.

IN TESTIMONY WHEREOF, Assignors have hereunto set their hands and seals this 25th day of May, 2001

Dennis D. Jamiołkowski (L.S.)
Dennis D. Jamiołkowski

STATE OF) New Jersey
) ss.
COUNTY OF) SOMERSET

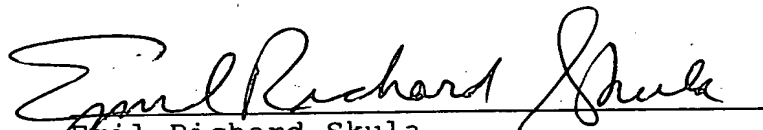
BE IT REMEMBERED, That on this 25th day of May, 2001, before me, a Notary Public, personally appeared Dennis D. Jamiołkowski, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

Robert J. Tannhauser
Notary Public
ROBERT J. TANNHAUSER
Notary Public Of New Jersey
My Commission Expires 10/18/2004

And for the consideration aforesaid, Assignors covenant and agree with said Assignee that he has a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title they warrant unto said Assignee, its successors and assigns;

And for the consideration aforesaid, Assignors further covenant and agree that they will, whenever requested, but without cost to them promptly communicate to said Assignee or its representatives any facts known to them relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection for the said inventions and discoveries or that may be necessary to vest in said Assignee the complete title to the said inventions and discoveries and patents hereby conveyed and to enable it to record said title.

IN TESTIMONY WHEREOF, Assignors have hereunto set their hands and seals this 14th day of JUNE, 2001


Emil Richard Skula (L.S.)

STATE OF NJ

) ss.

COUNTY OF Middlesex

BE IT REMEMBERED, That on this 14th day of June, 2001, before me, a Notary Public, personally appeared Emil Richard Skula, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.


Notary Public

MARGARET B. CENEKY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 19, 2003